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Attorneys for Defendants SHERIFF CHAD BIANCO; Sergeant TODD JOHNSON; Correctional Deputy ABDUL FAR; MORGAN MCCANDLESS; Correctional Corporal BENJAMIN SEAGRAVES-GLADNEY; Deputy KEVIN JONES; Correctional Deputy PHILLIP DIEFENDERFER; Correctional Deputy THOMAS KOLB; Correctional Deputy MIGUE TRIANA; and Corporal KAI GALLARDO

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DEZARAE MUNOZ, individually and
as successor-in-interest to Estate of
ULYSSES MUNOZ AYALA.

Plaintiffs,

V.

SHERIFF CHAD BIANCO, an Individual; Sergeant TODD JOHNSON, an individual, Correctional Deputy ABDUL FAR, an individual, MORGAN MCCANDLESS, an Individual, Correctional Corporal BENJAMIN SEAGRAVES-GLADNEY, an Individual, Correctional Deputy KEVIN JONES, an Individual; Correctional Deputy PHILLIP DIFEENDERFER, an Individual, Correctional Deputy THOMAS KOLB, an Individual, Correctional Deputy MIGUE TRIANA, an Individual, Corporal KAI GALLARDO, an individual: RIVERSIDE COUNTY

Case No. 5:23-cv-02063-JGB-DTB

STIPULATED PROTECTIVE ORDER RE CONFIDENTIAL DOCUMENTS

Action Filed: October 10, 2023
FAC Filed: November 8, 2024

1 SHERIFF'S DEPARTMENT; and
2 DOES 1-25, Inclusive.

3 Defendants.
4

5 **A. PURPOSES AND LIMITATIONS**

6 Discovery in this action is likely to involve production of confidential,
7 proprietary, or private information for which special protection from public disclosure
8 and from use for any purpose other than prosecuting this litigation may be warranted.
9 Accordingly, the parties hereby stipulate to and petition the Court to enter the
10 following Stipulated Protective Order. The parties acknowledge that this Order does
11 not confer blanket protections on all disclosures or responses to discovery and that
12 the protection it affords from public disclosure and use extends only to the limited
13 information or items that are entitled to confidential treatment under the applicable
14 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
15 that this Stipulated Protective Order does not entitle them to file confidential
16 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
17 followed and the standards that will be applied when a party seeks permission from
18 the court to file material under seal.

19 **B. GOOD CAUSE STATEMENT**

20 This action is likely to involve medical records, documents containing private
21 information from third parties, police investigation procedures and tactics, and other
22 confidential and private information for which special protection from public
23 disclosure and from use for any purpose other than prosecution of this action is
24 warranted. Such confidential and proprietary materials and information consist of,
25 among other things, confidential personal information of non-parties, private medical
26 and mental health records, including Plaintiff's and plaintiffs' decedent's HIPAA
27 protected medical and mental health care records, internal police reviews and
28 procedures, and other confidential and sensitive information otherwise generally

1 unavailable to the public, or which may be privileged or otherwise protected from
2 disclosure under state or federal statutes, court rules, case decisions, or common law.
3 Defendants contend that there is good cause for a protective order to maintain the
4 confidentiality of peace officer personnel records. They emphasize that releasing
5 these records, which include internal analyses and legal communications, could
6 hinder law enforcement investigations.

7 Accordingly, to expedite the flow of information, to facilitate the prompt
8 resolution of disputes over confidentiality of discovery materials, to adequately
9 protect information the parties are entitled to keep confidential, to ensure that the
10 parties are permitted reasonable necessary uses of such material in preparation for and
11 in the conduct of trial, to address their handling at the end of the litigation, and serve
12 the ends of justice, a protective order for such information is justified in this matter.
13 It is the intent of the parties that information will not be designated as confidential for
14 tactical reasons and that nothing be so designated without a good faith belief that it
15 has been maintained in a confidential, non-public manner, and there is good cause
16 why it should not be part of the public record of this case.

17 **2. DEFINITIONS**

18 2.1 Action: this pending federal lawsuit in *Munoz v. County of Riverside, et al.*
19 (Case No: 5:23-cv-02063-JGB-DTB).

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
21 information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
23 it is generated, stored or maintained) or tangible things that qualify for protection
24 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
25 Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
27 support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information or

1 items that it produces in disclosures or in responses to discovery as
2 "CONFIDENTIAL."

3 2.6 Disclosure or Discovery Material: all items or information, regardless of
4 the medium or manner in which it is generated, stored, or maintained (including,
5 among other things, testimony, transcripts, and tangible things), that are produced or
6 generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as
9 an expert witness or as a consultant in this Action.

10 2.8 House Counsel: attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association, or
14 other legal entity not named as a Party to this action.

15 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
16 this Action but are retained to represent or advise a party to this Action and have
17 appeared in this Action on behalf of that party or are affiliated with a law firm which
18 has appeared on behalf of that party, and includes support staff.

19 2.11 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 2.13 Professional Vendors: persons or entities that provide litigation support
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.

28 2.14 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL.”

2 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
3 from a Producing Party.

4 **3. SCOPE**

5 The protections conferred by this Stipulation and its associated Order cover not
6 only Protected Material/Confidential Documents (as defined above), but also (1) any
7 information copied or extracted from Protected Material; (2) all copies, excerpts,
8 summaries, or compilations of Protected Material; and (3) any testimony,
9 conversations, or presentations by Parties or their Counsel that might reveal Protected
10 Material. However, the protections conferred by this Stipulation and its associated
11 Order do *not* cover the following information: (a) any information that is in the public
12 domain at the time of disclosure to a Receiving Party or becomes part of the public
13 domain after its disclosure to a Receiving Party as a result of publication not involving
14 a violation of this Order, including becoming part of the public record through trial or
15 otherwise; and (b) any information known to the Receiving Party prior to the
16 disclosure or obtained by the Receiving Party after the disclosure from a source who
17 obtained the information lawfully and under no obligation of confidentiality to the
18 Designating Party.

19 Any use of Protected Material at trial shall be governed by the orders of the
20 trial judge. This Order does not govern the use of Protected Material at trial.

21 **4. DURATION**

22 “Once a case proceeds to trial, all information designated as confidential and
23 introduced at trial shall be presumptively public, subject only to sealing by order of
24 the trial judge upon a showing of compelling reasons supported by specific factual
25 findings (*Kamakana v. City & County of Honolulu*, 447 F.3d 1172). This Order shall
26 not be construed to create any preemptive right to seal trial exhibits.” Accordingly,
27 the terms of this protective order do not extend beyond the commencement of the trial
28 except as designated above.

1 **5. DESIGNATION OF PROTECTED MATERIAL**

2 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

3 Each Party or non-party that designates information or items for protection
4 under this Stipulation and its associated Order must take care to limit any such
5 designation to specific material that qualifies under the appropriate standards. A
6 Designating Party must take care to designate for protection only those parts of
7 material, documents, items, or oral or written communications that qualify – so that
8 other portions of the material, documents, items or communications for which
9 protection is not warranted are not swept unjustifiably within the ambit of this Order.

10 “Mass, indiscriminate, or routine designations are prohibited, and designations
11 shall be made only where good cause exists under FRCP 26(c) or applicable
12 California law, with a specific factual basis supporting confidentiality. Information
13 may not be designated confidential for tactical reasons or to impede case preparation.”
14 Designations that are shown to be clearly unjustified, or that have been made for an
15 improper purpose (e.g., to unnecessarily encumber or retard the case development
16 process, or to impose unnecessary expenses and burdens on other parties), expose the
17 Designating Party to sanctions.

18 If it comes to a Designating Party’s attention that information or items that it
19 designated for protection do not qualify for protection, that Designating Party must
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 **5.2. Manner and Timing of Designations.** Except as otherwise provided in
22 this Order, or as otherwise stipulated or ordered, material that qualifies for protection
23 under this Order must be clearly so designated before the material is disclosed or
24 produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (apart from transcripts of
27 depositions or other pretrial or trial proceedings, and regardless of whether produced
28 in hardcopy or electronic form), that the Producing Party affix the legend

1 “CONFIDENTIAL: THESE DOCUMENTS ARE SUBJECT TO THE TERMS AND
2 CONDITIONS OF A PROTECTIVE ORDER, Case No. 5:24-cv-02405-SVW-DTB”
3 to each page that contains Protected Material. If only a portion or portions of the
4 material on a page qualifies for protection, the Producing Party also must clearly
5 identify the protected portion(s) (e.g., by making appropriate markings in the margins)
6 and must specify, for each portion that it is “CONFIDENTIAL.” The placement of
7 such “CONFIDENTIAL” stamp on such page(s) shall not obstruct the substance of
8 the page’s (or pages’) text or content and shall be in the margin of the document
9 whenever possible.

10 A Party or Non-Party that makes original documents or materials available for
11 inspection need not designate them for protection until after the inspecting Party has
12 indicated which material it would like copied and produced. During the inspection
13 and before the designation, all of the material made available for inspection shall be
14 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
15 it wants copied and produced, the Producing Party must determine which documents,
16 or portions thereof, qualify for protection under this Order. Then, before producing
17 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
18 legend to each page that contains Protected Material. If only a portion or portions of
19 the material on a page qualifies for protection, the Producing Party also must clearly
20 identify the protected portion(s) (e.g., by making appropriate markings in the
21 margins).

22 (b) for testimony given in depositions that the Designating Party identify the
23 Disclosure or Discovery Material on the record, before the close of the deposition all
24 protected testimony.

25 (c) for information produced in some form other than documentary, and for
26 any other tangible items (including but not limited to information produced on disc or
27 electronic data storage device), that the Producing Party affix in a prominent place on
28 the exterior of the container or containers in which the information or item is stored

1 the legend “CONFIDENTIAL.” If only portions of the information or item warrant
2 protection, the Producing Party, to the extent practicable, shall identify the protected
3 portions, specifying the material as “CONFIDENTIAL.”

4 5.3. Inadvertent Failures to Designate. If timely corrected (preferably,
5 though not necessarily, within 30 days of production or disclosure of such material),
6 an inadvertent failure to designate qualified information or items as
7 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to
8 secure protection under this Stipulation and its associated Order for such material.

9 If material is appropriately designated as “CONFIDENTIAL” *after* the material
10 was initially produced, the Receiving Party, on timely notification of the designation,
11 must make reasonable efforts to assure that the material is treated in accordance with
12 this Stipulation and its associated Order.

13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

14 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
15 designation of confidentiality at any time that is consistent with the Court's
16 Scheduling Order.

17 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
18 resolution process under Local Rule 37.1 *et seq.*

19 6.3. The burden of persuasion in any such challenge proceeding shall be on
20 the Designating Party. Frivolous challenges, and those made for an improper purpose
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
22 expose the Challenging Party to sanctions. Unless the Designating Party has waived
23 or withdrawn the confidentiality designation, all parties shall continue to afford the
24 material in question the level of protection to which it is entitled under the Producing
25 Party’s designation until the Court rules on the challenge.

26 6.4. Withdrawal of “CONFIDENTIAL” Designation. At its discretion, a
27 Designating Party may remove Protected Material/Confidential Documents from
28 some or all of the protections and provisions of this Stipulation and its associated

1 Order at any time by any of the following methods:

2 (a) Express Written Withdrawal. A Designating Party may withdraw a
3 “CONFIDENTIAL” designation made to any specified Protected Material
4 /Confidential Documents from some or all of the protections of this Stipulation and
5 its associated Order by an express withdrawal in a writing signed by such Party (or
6 such Party’s Counsel, but not including staff of such Counsel) that specifies and
7 itemizes the Disclosure or Discovery Material previously designated as Protected
8 Material/Confidential Documents that shall no longer be subject to all or some of the
9 provisions of this Stipulation and Order. Such express withdrawal shall be effective
10 when transmitted or served upon the Receiving Party. If a Designating Party is
11 withdrawing Protected Material from only some of the provisions/ protections of this
12 Stipulation and Order, such Party must state which specific provisions are no longer
13 to be enforced as to the specified material for which confidentiality protection
14 hereunder is withdrawn: otherwise, such withdrawal shall be construed as a
15 withdrawal of such material from all of the protections/provisions of this Stipulation
16 and Order;

17 (b) Express Withdrawal on the Record. A Designating Party may withdraw
18 a “CONFIDENTIAL” designation made to any specified Protected
19 Material/Confidential Documents from all of the provisions/protections of this
20 Stipulation and its associated Order by verbally consenting in court proceedings on
21 the record to such withdrawal – provided that such withdrawal specifies the
22 Disclosure or Discovery Material previously designated as Protected Material/
23 Confidential Documents that shall no longer be subject to any of the provisions of this
24 Stipulation and Order. A Designating Party is not permitted to withdraw Protected
25 Material from only some of the protections/provisions of this Stipulation and Order
26 by this method;

27 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
28 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”

1 designation made to any specified Protected Material/Confidential Documents from
2 all of the provisions/protections of this Stipulation and Order by either (1) making
3 such Protected Material/Confidential Records part of the public record – including
4 but not limited to attaching such as exhibits to any filing with the court without
5 moving, prior to such filing, for the court to seal such records; or (2) failing to timely
6 oppose a Challenging Party’s motion to remove a “CONFIDENTIAL” designation to
7 specified Protected Material/Confidential Documents. Nothing in this Stipulation and
8 Order shall be construed so as to require any Party to file Protected
9 Material/Confidential Documents under seal, unless expressly specified herein.

10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

11 7.1. Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a non-party in connection with this case
13 only for preparing, prosecuting, defending, or attempting to settle this litigation – up
14 to and including final disposition of the above-entitled action – and not for any other
15 purpose, including any other litigation or dispute outside the scope of this action.
16 Such Protected Material may be disclosed only to the categories of persons and under
17 the conditions described in this Stipulation and its associated Order. When the above
18 entitled litigation has been terminated, a Receiving Party must comply with the
19 provisions of section 13, below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner that ensures that access is limited to the persons
22 authorized under this Stipulation and its Order.

23 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
24 otherwise ordered by the Court or permitted in writing by the Designating Party, a
25 Receiving Party may disclose any information or item designated CONFIDENTIAL
26 only to:

27 (a) the Receiving Party’s Outside Counsel of record in this action, as well
28 as employees of such Counsel to whom it is reasonably necessary to disclose the

1 information for this litigation;

2 (b) the Receiving Party and the officers, directors, and employees (including
3 House Counsel) of the Receiving Party to whom disclosure is reasonably necessary
4 for this litigation – each of whom, by accepting receipt of such Protected Material,
5 thereby agree to be bound by this Stipulation and Order;

6 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party
7 to whom disclosure is reasonably necessary for this litigation – each of whom, by
8 accepting receipt of such Protected Material, thereby agree to be bound by this
9 Stipulation and Order;

10 (d) court reporters, their staffs, and Professional Vendors to whom
11 disclosure is reasonably necessary for this litigation – each of whom, by accepting
12 receipt of such Protected Material, thereby agree to be bound by this Stipulation and
13 Order;

14 (e) during their depositions, witnesses in the action to whom disclosure is
15 reasonably necessary – each of whom, by accepting receipt of such Protected
16 Material, thereby agree to be bound by this Stipulation and Order. Pages of
17 transcribed deposition testimony or exhibits to depositions that reveal Protected
18 Material must have a confidential designation affixed by the court reporter to such
19 pages containing Protected Material and such may not be disclosed to anyone except
20 as permitted under this Stipulation and its Protective Order.

21 (f) the author or custodian of a document containing the information that
22 constitutes Protected Material, or other person who otherwise possessed or knew the
23 information.

24 (g) any mediator or settlement officer, and their supporting personnel,
25 mutually agreed upon by any of the parties engaged in settlement discussions.

26 7.3. Notice of Confidentiality. Prior to producing or disclosing Protected
27 Material/Confidential Documents to persons to whom this Stipulation and its Order
28 permits disclosure or production (see section 8.2, *supra*), a Receiving Party shall

1 provide a copy of this Stipulation and Order to such persons so as to put such persons
2 on notice as to the restrictions imposed upon them herein: except that, for court
3 reporters, Professional Vendors, and for witnesses being provided with Protected
4 Material during a deposition, it shall be sufficient notice for Counsel for the Receiving
5 Party to give the witness a verbal admonition (on the record, for witnesses) regarding
6 the provisions of this Stipulation and its Order and such provisions' applicability to
7 specified Protected Material at issue.

8 7.4. Reservation of Rights. Nothing in this Stipulation and Order shall be
9 construed so as to require any Producing Party to designate any records or materials
10 as "CONFIDENTIAL." Nothing in this Stipulation and Order shall be construed so
11 as to prevent the admission of Protected Material into evidence at the trial of this
12 action, or in any appellate proceedings for this action, solely on the basis that such
13 Disclosure or Discovery Material has been designated as Protected
14 Material/Confidential Documents. Notwithstanding the foregoing, nothing in this
15 Stipulation and Order shall be construed as a waiver of any privileges or of any rights
16 to object to the use or admission into evidence of any Protected Material in any
17 proceeding; nor shall anything herein be construed as a concession that any privileges
18 asserted or objections made are valid or applicable. Nothing in this Stipulation and
19 Order shall be construed so as to prevent the Designating Party (or its Counsel or
20 custodian of records) from having access to and using Protected Material designated
21 by that Party in the manner in which such persons or entities would typically use such
22 materials in the normal course of their duties or profession – except that the waiver of
23 confidentiality provisions shall apply (see section 6.4(c), *supra*).

24 7.5. Requirement to File Confidential Documents Under Seal. "Any party
25 seeking to file materials designated 'CONFIDENTIAL' must comply with Civil
26 Local Rule 79-5. No document shall be filed under seal absent a court order granting
27 such relief upon a showing of compelling reasons (for merits-related filings) or good
28 cause (for discovery materials). Designation alone does not justify sealing." If any

1 Receiving Party attaches any Confidential Documents to any pleading, motion, or
2 other paper to be filed, lodged, or otherwise submitted to the Court, such Confidential
3 Document(s) shall be filed/lodged under seal pursuant to Federal Rules of Civil
4 Procedure 5.2 and 26 and/or United States District Court, Central District of
5 California Local Rules 79-5.1 and 79-5.2 to the extent applicable.

6

7 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION.**

8

9 If a Party is served with a subpoena or a court order issued in other litigation
10 that compels disclosure of any information or items designated in this action as
11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party, preferably (though not
13 necessarily) by facsimile or electronic mail. Such notification shall include a copy of
14 the subpoena or court order at issue;

15 (b) promptly notify in writing the party who caused the subpoena or order to
16 issue in the other litigation that some or all of the material covered by the subpoena
17 or order is subject to this Stipulation and its Protective Order. Such notification shall
18 include a copy of this Stipulation and its Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be pursued
20 by all sides in any such situation, while adhering to the terms of this Stipulation and
21 its Order.

22 If the Designating Party timely seeks a protective order, the Party served with
23 the subpoena or court order shall not produce any information designated in this action
24 as “CONFIDENTIAL” before a determination by the court from which the subpoena
25 or order issued, unless the Party has obtained the Designating Party’s permission. The
26 Designating Party shall bear the burden and expense of seeking protection in that court
27 of its confidential material – and nothing in these provisions should be construed as
28 authorizing or encouraging a Receiving Party in this action to disobey a lawful

1 directive from another court.

2 The purpose of this section is to ensure that the affected Party has a meaningful
3 opportunity to preserve its confidentiality interests in the court from which the
4 subpoena or court order issued. “Nothing in this section authorizes or requires a party
5 to disobey a lawful order of another court. The Receiving Party may comply with
6 such orders after providing notice and an opportunity to seek protection, as required
7 by Rule 45.”

8 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
10 PRODUCED IN THIS LITIGATION**

11 (a) The terms of this Order are applicable to information produced by a Non-
12 Party in this Action and designated as “CONFIDENTIAL.” Such information
13 produced by Non-Parties in connection with this litigation is protected by the
14 remedies and relief provided by this Order. Nothing in these provisions should be
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party’s confidential information in its possession, and the Party is
18 subject to an agreement with the Non-Party not to produce the Non-Party’s
19 confidential information, then the Party shall:

- 20 (1) promptly notify in writing the Requesting Party and the Non-Party
21 that some or all of the information requested is subject to a
22 confidentiality agreement with a Non-Party;
- 23 (2) promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery request(s),
25 and a reasonably specific description of the information requested;
26 and
- 27 (3) make the information requested available for inspection by the
28 Non-Party, if requested.

(c) “If the Non-Party fails to seek protection within 7 days of notice, the Receiving

1 Party may produce the information. This timeframe is shortened to avoid undue delay
2 in discovery.” If the Non-Party timely seeks a protective order, the Receiving Party
3 shall not produce any information in its possession or control that is subject to the
4 confidentiality agreement with the Non-Party before a determination by the court.
5 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
6 of seeking protection in this court of its Protected Material.

7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Protected Material to any person or in any circumstance not authorized under this
10 Stipulation and Order, the Receiving Party must immediately:

- 11 (a) notify in writing the Designating Party of the unauthorized disclosures;
- 12 (b) use its best efforts to retrieve all copies of the Protected Material;
- 13 (c) inform the person or persons to whom unauthorized disclosures were made
of all the terms of this Order; and
- 15 (d) request such person or persons consent to be bound by the Stipulation and
Order.

17 **11. Inadvertent Production of Privileged or Otherwise Protected Material.**

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other protection,
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
22 may be established in an e-discovery order that provides for production without prior
23 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
24 parties reach an agreement on the effect of disclosure of a communication or
25 information covered by the attorney-client privilege or work product protection, the
26 parties may incorporate their agreement in the stipulated protective order submitted
27 to the court.

28

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
11 only be filed under seal pursuant to a court order authorizing the sealing of the specific
12 Protected Material at issue. If a Party's request to file Protected Material under seal is
13 denied by the court, then the Receiving Party may file the information in the public
14 record unless otherwise instructed by the court.

15 **13. FINAL DISPOSITION.**

16 “Unless otherwise ordered, within 60 days after termination of this action each
17 Receiving Party must return or destroy Protected Material, except that counsel may
18 retain archival copies of pleadings, exhibits, deposition transcripts, correspondence,
19 and attorney work product as required by the California Rules of Professional
20 Conduct and federal law. Such archival materials remain subject to this Order.”

21 As used in this subdivision, “all Protected Material” includes all copies,
22 abstracts, compilations, summaries or any other form of reproducing or capturing any
23 of the Protected Material, regardless of the medium (hardcopy, electronic, or
24 otherwise) in which such Protected Material is stored or retained.

25 In the alternative, at the discretion of the Receiving Party, the Receiving Party
26 may destroy some or all of the Protected Material instead of returning it – unless such
27 Protected Material is an original, in which case, the Receiving Party must obtain the
28 Producing Party’s written consent before destroying such original Protected Material.

1 Whether the Protected Material is returned or destroyed, the Receiving Party
2 must submit a written certification to the Producing Party (and, if not the same person
3 or entity, to the Designating Party) within sixty (60) days of the aforementioned
4 written request by the Designating Party that specifically identifies (by category,
5 where appropriate) all the Protected Material that was returned or destroyed and that
6 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
7 summaries or other forms of reproducing or capturing any of the Protected material
8 (in any medium, including but not limited to any hardcopy, electronic or digital copy,
9 or otherwise).

10 Notwithstanding this provision, Counsel are entitled to retain an archival copy
11 of all pleadings, motion papers, transcripts, legal memoranda filed with the court in
12 this action, as well as any correspondence or attorney work product prepared by
13 Counsel for the Receiving Party, even if such materials contain Protected Material;
14 however, any such archival copies that contain or constitute Protected Material remain
15 subject to this Protective Order as set forth in Section 4 (DURATION), above.

16 “Any violation of this Order may be addressed by the Court in accordance with
17 the Federal Rules of Civil Procedure, the Court’s inherent authority, and applicable
18 law. Sanctions, if any, shall be limited to those authorized under FRCP 37 and related
19 authority.”

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

22 | DATED: August 13, 2025

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

By: /s/ Kayleigh A. Andersen

Eugene P. Ramirez

Eugene P. Hanrahan

Kayleigh A. Andersen

Attorneys for Defendants SHERIFF CHAD BIANCO, et al.

1 DATED: August 13, 2025

KHASHAN LAW FIRM, APC

2 By: /s/ Lewis G. Khashan

3 Lewis G. Khashan
4 Attorneys for Plaintiffs



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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of ***Dezarae Munoz, et al. v. County of Riverside, et al., Case No. 5:23-cv-02063-JGB-DTB***. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [print
19 or type full name] of _____ [print or type
20 full address and telephone number] as my California agent for service of process
21 in connection with this action or any proceedings related to enforcement of this
22 Stipulated Protective Order.

23 | Date:

24 | City and State where sworn and signed: _____

25 Printed name:

26 | Signature: _____

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2 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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4 DATED: August 27, 2025
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8 HON. DAVID T. BRISTOW
9 United States Magistrate Judge
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